

412 Live Oak Drive Mount Pleasant, SC 29464 clancy-wells.com

19 July 2023

PROPOSAL TO PROVIDE ARCHITECTURAL SERVICES FOR:

JAMES ISLAND CHARTER HIGH SCHOOL (JICHS) STADIUM MASTERPLAN – STEP 2

To:

Tim Thorn

Principal

James Island Charter High School

1000 Fort Johnson Road Charleston, South Carolina 29412



Project Description and Scope of Work

This proposal serves as a "Letter of Agreement" between Clancy+Wells Inc. (the Architect) and the James Island Charter High School (the Owner) to develop a "Football Stadium Masterplan" for the JICHS at 1000 Fort Johnson Road, Charleston, SC 29412. Correspondence to date between the Owner and the Architect shall serve as the Basis of Design. As part of this Agreement ADC Engineering will prepare an appendix to the JICHS - Stadium Structural Assessment and Seismic Review report (a draft of the report was submitted and reviewed w/ the Owner on July 12th). The Appendix will include additional information describing possible structural repair/renovation approaches to the existing stadium to be used for comparative purposes, renovating existing or building new.

Services Provided

Upon receipt of an approved, executed Letter of Agreement Clancy+Wells will proceed with the project. The following will be accomplished:

- □ Appendix to the JICHS Stadium Structural Assessment and Seismic Review report.
- □ Conceptual Masterplan, w/ Phasing Options
- Conceptual Exterior Sketches
- Conceptual Design Narrative

Work Not Included

Work not provided under this Letter of Agreement as a Basic Service includes:

- □ Cost estimating services. It is intended that project deliverables will be used by others (possibly Atlantic South, LLC and/or Hill Construction) to develop project budget options.
- ☐ The development of a complete three-dimensional Building Information Model (BIM).
- Schematic Design through Construction Documents (drawings and specifications for permitting).
- □ Tree and Topographic Surveys.
- □ Sub-surface soils investigations.

Summary of Fees

Clancy+Wells will provide Basic Services required to complete the Scope of Work for the Stipulated Sum of **Twenty-Two Thousand Five Hundred Dollars (\$22,500)**.

Reimbursable Expenses

Reimbursable expenses not to exceed \$500 will be provided on an as-needed basis and are included in the Stipulated Sum above.

Schedule

Upon receipt of an approved, executed Proposal Clancy+Wells Inc. is available to begin work. The Scope of Work outlined above can be accomplished in a timely manner. It is anticipated that deliverables can be submitted w/in 60 days of Notice to Proceed.

Miscellaneous Provisions

Owner Contact

The Owner designates and authorizes Tim Thorn, Principal of the JICHS as its representative, authorized to act on the Owner's behalf with full authority to bind the Owner in any directions, approvals, or communication with the Architect.

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Billing/Invoice

Invoices will be due within 30 days of receipt. Interest will be billed at the rate of 1.5% per month on the balance outstanding, 30 days after invoice, and will be added and compounded monthly. Clancy+Wells reserves the right to suspend or terminate our services if payment is not received within the time specified.

Warranty

The only warranty or guarantee made by the Architect in connection with the services performed under this Agreement is that the Architect will exercise that skill and judgment which can be reasonably expected under similar conditions from similar situated reputable members of the profession in the community in which the professional services are rendered. No other warranty, expressed or implied, is made or intended by our Agreement for professional services.

Governmental Approvals

The Owner acknowledges that the approval of governmental bodies having jurisdiction over the project is based, in part, on non-objective criteria. Therefore, the A/E team cannot and does not warrant or guarantee any particular result or that the project will receive the approvals that may be required. The Owner shall have no course of action against the A/E team arising out of the failure of any governmental body to grant any approval, or for the revocation of any approval previously given.

Acceptance

If this proposal is satisfactory, please sign below, where indicated, and return a copy as your acceptance of its terms and as our authorization to proceed. The terms of this proposal shall be null and void if not accepted within 60 days.

CLANCY+WELLS INC.	JAMES ISLAND CHARTER HIGH SCHOOL
Mank O. Clancy	
Mark Clancy, AIA, LEED AP	Tim Thorn
President	Principal
Date: 07/19/2023	Date: